

INVITATION TO BID (ITB)

1. INTRODUCTION

Pursuant to the provisions of Section 125.35, Florida Statutes, the Leon County Board of County Commissioners (the "Board") will conduct a public hearing on Tuesday, February 8, 2005, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida (the "Public Hearing"), to receive verbal bids for the sale and development of 0.38 acre of real property located in Section 22, Township 2 North, Range 1 East, and located on the east side of Thomasville Road between Old Bradfordville Road and the new realignment of Bradfordville Road. The property address is 6711 Thomasville Road, and is identified by the Leon County Property Appraiser's Office in Attachment #1 as Parcel ID 14-22-20-851-0000 (the "Property"). The Property is currently improved with a wood frame building which will be removed from the Property prior to the closing date at Leon County's expense. Bidders should base their proposals for the Property as though the Property is vacant.

Bidders are to be advised that the purchase of the Property will be subject to the special conditions and requirements contained herein. Failure to follow the requirements in this ITB may be cause for rejection of the Verbal Bid. Leon County reserves the right to reject any or all Verbal Bids in the best interest of Leon County.

2. INSTRUCTIONS TO BIDDERS

To ensure acceptance of your Verbal Bid, please follow these instructions:

- a. Verbal Bid Submissions: In order to be considered a Responsive Bidder and be eligible for an award of the bid and subsequent Purchase and Sale Agreement for the purchase of the Property, you or your representative must be present at the Public Hearing and deliver to the Board's clerk a speaker card indicating that you wish to submit a Verbal Bid. Speaker cards shall be delivered to the Board's clerk prior to the commencement of the Public Hearing, and will not be accepted thereafter without the consent of the Board Chairman.
- b. Manner of Verbal Bid Submission and Modification: Bidders may modify their Verbal Bids with the consent of the Board Chairman at anytime prior to the close of the Public Hearing.
- c. Contact Person: Questions and other inquiries pertaining to the Property should be addressed to Jim Pilcher, Chief of Right-of-Way and Survey Services, at PHONE (850) 488-8003; FAX (850) 488-1260; E-mail jimp@mail.co.leon.fl.us.

Bidders, their agents and/or associates shall refrain from contacting or soliciting any Leon County official, regarding this ITB other than the person provided as Contact Person in the paragraph above. Failure to comply with this provision may result in disqualification of the Bidder.

- d. Timely Delivery of Verbal Bids Required: It is the Bidder's responsibility to assure that the Verbal Bid and any other items required by this ITB are delivered on time and to the proper location. Verbal Bids which are received after the deadlines provided in this ITB will not be accepted.
- e. Special Accommodation: Any person requiring a special accommodation to participate in this proceeding should contact Christine Coble or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 488-9962 or 488-1948; 1-800-955-8771 (TDD), or 1-800-955-8770 (Voice), or 711 via Florida Relay service.

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- f. Rejection of Bids: Leon County reserves the right to reject any and/or all Verbal Bids when such rejection is in the best interest of Leon County.
- g. Withdrawal of Bids: Verbal Bids submitted at the Public Hearing may not be withdrawn. Negligence on the part of the Bidder in preparing the Verbal Bid confers no right for the withdrawal of the Verbal Bid after it has been submitted at the Public Hearing
- h. Costs of Bids: Leon County will not be responsible, under any circumstances, for any costs incurred in the preparation of Verbal Bids or any other items required by ITB to be delivered.
- i. Ethical Business Practices:
 - 1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any Leon County employee, or for any Leon County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase/lease request, influencing the content of any specification, criteria, or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.
 - 2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by a Bidder or any person associated therewith, as an inducement for the award of a Purchase and Sale Agreement for the property solicited with a bid.
 - 3) Leon County reserves the right to deny an award or immediately suspend any contract resulting from this ITB pending final determination of charges of unethical business practices. At its sole discretion, Leon County may deny an award or cancel the contract if it determines that unethical business practices were involved.
- j. Public Access to Records: All documents, papers, letters, or other materials relating to the ITB received by Leon County are subject to disclosure in accordance with the Public Records Law, Chapter 119, Florida Statutes.

3. SPECIAL CONDITIONS AND REQUIREMENTS

- a. Use of the Property: In addition to the proposed purchase price for the Property, the Bidder shall indicate in the Verbal Bid the intended use to be developed on the Property.
- b. Real Estate Brokers: If the Bidder is represented by a single agent broker and intends to seek reimbursement for any commission due to the broker, the Bidder shall indicate in the Verbal Bid the identity of the broker. Leon County will agree to pay at closing for any real estate commission in an amount not to exceed three percent (3%) of the purchase price for the Property if the successful Bidder: (1) pays at or above the average appraisal valuation of the Property (as determined by an appraisal procured by Leon County); and (2) was represented by a broker to whom the successful Bidder is obligated to pay a commission, who was the procuring cause of the purchase, and who was identified in the submission of the Verbal Bid; and (3) provides a copy of the license of such broker prior to closing. Leon County will not agree to pay any real estate or sales commission in any other circumstance.
- c. Impervious Area and Stormwater Management: The successful Bidder's proposed development may include up to 40% impervious area without the requirement for stormwater treatment facilities. A nearby Regional Stormwater Treatment Facility owned and operated by Leon County has allocated capacity for 40% impervious development on this property. The development of improvements comprising 40% of the site is predicated on a development proposal conforming with local zoning, setbacks, and other development regulations allowing such impervious area to be constructed. Construction of more than 40% impervious on the property will require on-site stormwater treatment facilities.

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- d. Applicable Development Regulations: The development proposed by the successful Bidder shall be subject to any and all applicable land development restrictions, regulations, and ordinances including, but not limited to, the applicable land development regulations referenced in Section 4 of County Ordinance No. 00-31 and any applicable restrictions or regulations included in the Bradfordville Sector Plan adopted by the County on July 11, 2000.
- e. Closing Date: The closing date for the purchase of the Property shall be no sooner than ten (10) days after Leon County's removal of the building currently located on the Property. Leon County is in the process of obtaining the permits necessary to accomplish the removal of the building and its relocation to another property owned by Leon County located adjacent to the southwest corner of Thomasville Road and Bannerman Road, and will continue to use reasonable diligence in obtaining the permits and accomplishing the removal of the building from the Property.
- f. Purchase and Sale Agreement/Deposit: The successful Bidder shall enter into a Purchase and Sale Agreement with Leon County, in a form substantially similar to Attachment #2, as soon as practicably possible after the bid award. The purchase and sale of the Property is contingent upon approval and execution by Leon County of the Purchase and Sale Agreement (the "Agreement"). Within three (3) business days after execution of the Agreement, the Purchaser will be required to deliver a deposit in an amount equal to ten percent (10%) of the purchase price (the "Deposit").

4. BID EVALUATION CRITERIA

- a. Subject to ITB Terms and Conditions: All Verbal Bids submitted to Leon County are subject to the terms and conditions contained in this ITB.
- b. County's Best Interest: Leon County reserves the right to determine, in its sole discretion, the Verbal Bid that is in Leon County's best interest. Verbal Bids should be submitted with the most favorable terms the Bidder can offer. Leon County is seeking the highest and best bid, complying with the terms and conditions set forth in this ITB for the purchase of the Property.
- c. Use of the Property: The Board, in awarding the Purchase and Sale Agreement, may take into consideration the compatibility of the Bidder's proposed use for the Property with the surrounding neighborhood.
- d. Net Sale Proceeds: Net Sale Proceeds, which will be used as a factor in determining the highest and best bid, will be calculated as follows:

$$\boxed{(A) \text{ Proposed Purchase Price}} - \boxed{(B) \text{ Real Estate Commission Reimbursement}} = \boxed{(C) \text{ Net Sale Proceeds}}$$

5. THE PROTEST PROCESS (the "Protest Process")

- a. Protest of Decisions:
 - 1) Right to Protest: Any individual or entity who has delivered a Verbal Bid to the Bid Delivery Location on or before the Bid Delivery Deadline as specified at the top of the page of the ITB and who is aggrieved with any of Leon County's decisions or intended decisions regarding such ITB may be considered a Protestor and shall have the right to utilize the Protest Process.
 - 2) Timeframes: The timeframes provided in the Protest Process may be extended by mutual agreement of the parties.
 - 3) Definitions: As used in this Section, unless the context otherwise requires:

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- a) "County Business Day" means any day on which the Board of County Commissioners conducts regular business hours. A County Business Day excludes any Saturday or Sunday, and any weekday, such as a holiday observed by Leon County, on which the Board of County Commissioners is officially closed for regular business.
 - b) "Notice of Protest" means the written notice which commences the Protest Process upon being delivered in accordance with these procedures.
 - c) "Formal Written Protest" means the formal document which further details the basis of the protest and which continues the Protest Process, if necessary, upon being delivered in accordance with these procedures.
 - d) A protest item shall be deemed "delivered" when it is received in the office of the Director of Public Works, 2280 Miccosukee Road, Tallahassee, Florida.
- 4) Protest Procedure. Any protest involving Leon County's decisions pertaining to the ITB process and/or award or intent to award shall comply with the following procedure:
- a) The Protestor shall, no later than 5:00 p.m. on the second full County Business Day after the Public Hearing pertaining to Bid award related to this ITB, deliver to the Director of Public Works or designee a written Notice of Protest which shall, at a minimum, provide the following information:
 - i. The name, address, and telephone number of the Protestor;
 - ii. The name, address, and telephone number of the Protestor's representative to whom notices may be sent;
 - iii. The name and number of the solicitation as provided in the ITB; and
 - iv. A brief factual summary of the basis of the protest.
 - b) Unless the protest has been resolved by mutual agreement, the Protestor shall, no later than 5:00 p.m. on the third full County Business Day after the Protestor's delivery of the Notice of Protest, deliver to the Director of Public Works or designee a Formal Written Protest which shall, at a minimum, include the following:
 - i. The name of the Protestor and the ITB involved;
 - ii. A plain, clear statement of the grounds on which the protest is based;
 - iii. A reference to any statutes, laws, ordinances, or other legal authorities which the Protestor deems applicable to such grounds;
 - iv. A specific request for relief to which the Protestor deems himself entitled by application of such authorities to such grounds; and
 - v. The cash bond in the amount as set forth hereinafter.
 - c) Upon timely delivery of the Notice of Protest and the Formal Written Protest in accordance with the Protest Process, protest shall proceed as set forth herein.
 - d) Waiver of Protest. The failure of a Protestor to timely file a Notice of Protest or a Formal Written Protest shall constitute a waiver of the right to protest utilizing the proceedings under this Section.

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- e) Cash Bond. In order to secure the Protestor's payment of any damages incurred by Leon County in successfully defending against a protest, the Protestor shall deliver as part of the Formal Written Protest a cash bond in accordance with the following requirements:
 - i. The cash bond shall be in the form of a cashier's check made payable to the Leon County Board of County Commissioners; and
 - ii. The cash bond shall be in the amount of \$5,000.00 (FIVE THOUSAND and 00/100 DOLLARS).
- f) Settlement and Resolution of Protests:
 - i. Written Decision by Director of Public Works or designee. The Director of Public Works or designee shall have the authority, prior to commencement of an action in court concerning a protest, to settle and resolve a protest in accordance with the following procedure:
 1. The Director of Public Works or designee shall, no later than seven calendar days after the delivery of the Formal Written Protest, attempt to resolve the protest prior to any further proceedings arising from the protest.
 2. If the protest is not resolved by mutual agreement, the Director of Public Works or designee shall, no later than the seventh full day after the delivery of the Formal Written Protest, issue a decision in writing on the merits of the protest.
 3. The written decision shall, at a minimum, state the reasons for the decision and shall inform the Protestor of the right to further administrative appeal pursuant to these procedures.
 4. A copy of the written decision shall be mailed or otherwise furnished immediately to the Protestor and any other party intervening.
 - ii. Administrative Appeal of Written Decision. The written decision of the Director of Public Works or designee may be appealed by the Protestor to the Procurement Appeals Board in accordance with the following procedure:
 1. The Protestor shall, no later than 5:00 p.m. on the third full County Business Day after the Protestor's receipt of the written decision, deliver a formal written appeal to the Director of Public Works or designee.
 2. The Director of Public Works or designee shall, no later than the second full County Business Day after the receipt of a formal written appeal, notify the Director of Purchasing of such receipt.
 3. Upon notification of the receipt by the Director of Public Works or designee of a formal written appeal, the Director of Purchasing shall coordinate the appeal through the Procurement Appeals Board as set forth in Section 5.13 of the Leon County Purchasing and Minority Business Enterprise Policy, as may be amended from time to time.
 4. The decision of the Procurement Appeals Board shall be final.
 - iii. Stay of Award of Bid During Protest and Appeal. In the event of a timely delivery of a Notice of Protest or a Formal Written Protest, the Director of Public Works or designee shall abate any further proceedings with regard to the award of the bid involved in the protest until all administrative remedies have been exhausted pursuant to these

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procedures or until the County Administrator makes a written determination that the award of a Bid without delay is necessary to protect the substantial interests of Leon County.

iv. Entitlement to Costs of Protest.

1. If County Prevails:

- a. If after completion of the protest process, or of any appellate court proceedings, Leon County should prevail, it shall be entitled to recover all court costs and damages as may be set forth in the final order or judgment, excluding attorney's fees.
- b. Upon payment by the Protestor of such court costs and damages, the Protestor's cash bond shall be returned to the Protestor.

2. If Protestor Prevails:

- a. If after completion of the protest process, or any appellate court proceedings, the Protestor should prevail, the Protestor's cash bond shall be returned and the Protestor shall recover from Leon County all costs and damages as may be set forth in the final order or judgment, excluding attorney's fees, lost profits and bid preparation costs.

Attachment #1

Barth Harshbarger
Leon County Property Appraiser

Parcel Information

Parcel ID: 1422208510000	Location: 6711 THOMASVILLE RD
Parcel Description: 1/4 AC	Acres: 0.25
Owner: LEON COUNTY	Address: 6711 THOMASVILLE RD
201 S MCNICHOLS ST	City: GAINESVILLE
FL 32608-1200	State: FL
	Zip: 32608

Recent Sales Information

Date	Price	Book	Page	Imp/Vol	Unit
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2004 Certified Property & Value Information

Land	Improvements	Market	NCB	Exempt	Exempt
Value	Value	Value	Value	Value	Value
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property: 1422208510000					
Acres: 0.25	Base	Assessed	Millage	Exempt	Exempt
Unit	\$0.00	\$0.00	Code	Use	Buildings
	0	0		0	0

[Clerk of Courts](#)

[GIS Map](#)

[Tax Collector](#)

[Permits](#)

All information provided by this office is based on the best information available to the Leon County Property Appraiser's Office. The information is current as of 12/31/2005.

Use Browser Back button to return to Search Results

Source: Leon County's Property Appraiser's Website @
<http://www.co.leon.fl.us/propappr/ACCT.cfm?ACCOUNT=1422208510000>

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

Attachment #2

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT TO PURCHASE AND SELL REAL ESTATE (the "Agreement") is made and entered into as of the _____ day of _____ 2004 by and between _____, (the "Purchaser"), and LEON COUNTY, a political subdivision of the State of Florida (the "Seller"), who agree as follows:

Article 1
Agreement to Purchase and Sell.

1.1 Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, that certain parcel of real property located at 6711 Thomasville Road, Tallahassee, Leon County, Florida (Parcel ID 14-22-20-851-0000), as more specifically described and depicted on Exhibit "A", together with all easements, rights and uses now or hereafter belonging thereto (collectively the "Property"). At such time as a survey of the Property is prepared, the legal description contained in such survey shall be used as the legal description of the Property for all documents to be executed pursuant to this Agreement.

Article 2
Purchase Price, Payment, and Deposit.

2.1 The purchase price (the "Purchase Price") for the Property shall be _____ and 00/100 DOLLARS (\$ _____). The Purchase Price shall be paid on the Closing Date, subject to the adjustments and prorations as set forth herein and reduced by the amount of the Deposit.

2.2 Within five (5) business days after the complete execution and delivery of this Agreement, Purchaser shall deliver to the Escrow Agent, as defined below, a deposit in an amount equal to ten (10) percent of the Purchase Price (the "Deposit") to be held and disbursed in accordance with the terms hereof.

2.3 In those instances when Purchaser has delivered to Seller a deposit as part of the competitive bidding process (the "Bid Deposit"), the amount of the Deposit required to be delivered by Purchaser in Section 2.2 above shall be reduced by the amount of the Bid Deposit, and Seller shall deliver the Bid Deposit to the Escrow Agent to be combined with the Deposit. Upon the delivery to the Escrow Agent of the Deposit by Purchaser and the Bid Deposit by Seller, the two amounts shall be thereafter collectively referred to as the "Deposit".

Article 3
Title.

3.1 Seller shall convey marketable title to the Property by County Deed pursuant to Fla. Stat. 125.411 subject only to property taxes for the year of Closing and covenants, restrictions and public utility easements of record.

3.2 During the Investigation Period, as defined below, Purchaser, at Purchaser's expense, may obtain a title insurance commitment for the Property (the "Commitment"), with a copy to Seller, issued by a title insurance company acceptable to Purchaser (the "Title Company"), and upon Closing, an ALTA owner's policy in the amount of the Purchase Price, for fee simple title subject to exceptions as stated above.

3.3 Purchaser shall, prior to the expiration of the Investigation Period as defined below, deliver written notice to Seller of any matters of title that Purchaser deems unacceptable ("Title Defects"). Title shall be deemed acceptable to Purchaser if (a) Purchaser fails to deliver notice of Title Defects within the time specified, or (b) Purchaser delivers notice and Seller cures the Title Defects within sixty (60) days from receipt of notice (the "Curative Period"). Seller shall use best efforts to cure the Title Defects within the Curative Period and if the Title Defects are not cured within the Curative Period, Purchaser shall have thirty (30) days from the end of the Curative Period to elect, by written notice to Seller, to: (i) terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and this Agreement shall be of no further force and effect, or (ii) extend the Curative Period for up to ninety (90) days, or (iii) accept title subject to existing Title Defects, provided that any monetary liens on the Property, except real estate taxes and assessments not yet due and payable, will be paid in full by Seller at the Closing.

Article 4
Survey.

4.1 During the Investigation Period as defined below, the Purchaser, at Purchaser's expense, shall obtain a survey (the "Survey") of the Property, which Survey: (a) shall have been prepared in accordance with ALTA standards by a licensed surveyor or engineer; (b) shall be certified to the Purchaser, the Title Company and any lender designated by the Purchaser; (c) shall be sufficient for removal of the standard survey exception from the policy of title insurance to be issued pursuant to the Commitment; and (d) shall be in form and content acceptable to Purchaser, including delivery of a computer disk and shall show all matters disclosed in the Commitment. If the Survey reveals encroachments on the Property or that the improvements on the Property encroach on the property of another, such encroachments shall constitute a title defect as referenced in Paragraph 3.3 above.

Article 5
Representations and Warranties.

5.1 **Representations and Warranties of Seller.** In addition to any other covenants, indemnities, warranties and representations made by Seller herein, Seller makes and agrees with Purchaser to the following representations and warranties, all of which are made to the Actual Knowledge (defined in Section 5.4) of Seller, are true and correct as to the matters set forth therein as of the date hereof and unless otherwise disclosed to Purchaser in writing shall be true and correct on the Closing Date, and all of which shall survive the Closing:

5.1.1 **Authority.** Upon the approval of the Leon County Board of County Commissioners, Seller has the capacity, and all requisite actions will have been taken and approvals obtained by Seller to fully authorize and empower Seller, to consummate the transactions contemplated hereby. Seller shall furnish to Purchaser and Escrow Agent any documents reasonably requested by Purchaser or the Escrow Agent which evidence the capacity and authority of Seller (and the signatories acting on behalf of Seller) to consummate the transactions contemplated hereby.

5.1.2 **No Conflict.** The authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice or passage of time or both: (a) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under: (i) the Operative Documents (defined in Section 5.4) by which the Seller is governed; or (ii) any statutes, laws, rules or regulations of any governmental body applicable to Seller, or its properties or assets; or (iii) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Seller or any of its respective properties or assets; or (iv) any instrument or agreement to which Seller or its properties may be bound or relating to or affecting all or any portion of the Property; or (b) result in any lien, claim, encumbrance or restriction on the proceeds of the sale of all or any portion of the Property or on any of the respective properties or assets of Seller.

5.1.3 **Pending Actions or Investigations.** There are no actions, suits, proceedings, claims, orders, decrees or judgments affecting Seller, its business, prospects or conditions (financial or otherwise), or the Property, or any portion thereof, or relating to or arising out of the ownership, management, operation, use or occupancy of the Property or any portion thereof which are pending or have been prosecuted for a period of thirty (30) days or more or, to the Actual Knowledge of Seller are pending or have been prosecuted for less than thirty (30) days, in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality; and, to the Actual Knowledge of Seller, no such actions, suits, proceedings, claims, orders, decrees or judgments have been threatened or asserted. Seller is not a party to or subject to any judgment, writ, decree, injunction or order

enjoining or restraining it from conducting any business in respect of the Property, and, to the Actual Knowledge of Seller, no such judgment, writ, decree, injunction or order has been threatened or asserted. There are no outstanding unpaid judgments against Seller or the Property.

5.2 Representations and Warranties of Purchaser. In addition to any other covenants, indemnities, warranties and representations made by Purchaser herein, Purchaser makes and agrees with Seller to the following representations and warranties, all of which are true and correct as to the matters set forth therein as of the date hereof and unless otherwise disclosed in writing to Seller shall be true and correct on the Closing Date, and all of which shall survive the Closing:

5.2.1 Authority. Purchaser has the capacity, and all requisite actions have been taken and approvals obtained by Purchaser to fully authorize and empower Purchaser, to execute this Agreement and consummate the transactions contemplated hereby. Purchaser shall furnish to Seller any documents reasonably requested by Seller which evidence the capacity and authority of Purchaser (and the signatories acting on behalf of Purchaser) to consummate the transactions contemplated hereby.

5.2.2 No Conflict. The authorization, execution and delivery of this Agreement will not, with or without the giving of notice or passage of time or both: (a) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under: (i) the Operative Documents by which Purchaser is governed; (ii) any statutes, laws, rules or regulations of any governmental body applicable to Purchaser, or its properties or assets; or (iii) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Purchaser or any of its respective properties or assets; or (iv) any instrument or agreement to which Purchaser or its properties may be bound; or (b) result in any lien, claim, encumbrance or restriction on the Property or on any of the respective properties or assets of Purchaser.

5.3 Effect of Change in Representations. For the period from and including the Effective Date, as defined herein, and through the Closing Date, each of Seller and Purchaser shall be obligated to advise the other party, as applicable, of any change which renders any representation made by such party in this Agreement untrue or materially misleading. In the event that such notice is delivered from one party to the other, and if such circumstances as are set forth in such notice materially and adversely affect the rights and obligations of the party receiving such notice, the party receiving such notice shall have the option, at its election, to terminate this Agreement, and if so terminated by Purchaser, the Deposit shall be returned to Purchaser in accordance with the terms herein. If the circumstances that render a representation untrue or materially misleading have resulted from the willful acts or gross negligence of the party which gave the representation, then in addition to the termination rights set forth in the previous sentence, the party that receives notice of such change of circumstances shall have all

rights available to it at law or in equity for a breach of this Agreement by the party that gave notice of such circumstances.

5.4 Actual Knowledge; Operative Documents. As used in this Section 5, the term "Actual Knowledge" shall mean: (a) with respect to the Purchaser, the current actual knowledge, without independent investigation of the person or persons directly charged with the task of completing the acquisition of the Property by and on behalf of the Purchaser and (b), with respect to the Seller, the current actual knowledge of the person or persons directly charged by the Leon County Administrator with the management of the Property by and on behalf of Seller; and (c) the term "Operative Documents" shall mean such documents as have been created, and are used in the governance of, the party to whom the term refers, and such documents shall include, as applicable, articles or certificate of incorporation, by-laws, resolutions, partnership agreements, operating agreements, declaration of trust and such other documents as may have been utilized to form or govern such party.

Article 6 Investigation Period.

6.1 The "Investigation Period" shall commence on the Date of this Agreement and shall expire at 5:00 p.m., Eastern Time, ninety (90) days after the Date of this Agreement.

6.2 Within fifteen (15) days after the Date of this Agreement, Seller shall deliver to Purchaser all surveys, environmental studies, audits, and notices of violation (if any), and other such information in possession of the Seller which may assist Purchaser's investigation of the Property. For each day beyond the fifteen (15) days in which the Seller does not provide such documents, the Investigation Period shall be extended for one (1) day.

6.3 During the term of the Investigation Period, Purchaser shall have the right to enter the Property to conduct tests including soil borings and inspect and investigate all aspects of the Property to determine whether the Property is satisfactory for the Purchaser's intended use and development of the Property. Purchaser agrees to indemnify Seller from any liability, costs or expense as a result of any damage caused by Purchaser in connection with the activities listed in this Paragraph 6.3.

6.4 At anytime prior to the expiration of the Investigation Period if Purchaser determines through its inspection that the Property is not satisfactory for Purchaser's intended use, Purchaser may terminate this Agreement upon delivery of written notice to Seller, in which case the Purchaser shall be entitled to a refund of its Deposit and any and all interest earned thereon. In the event that Purchaser fails to affirmatively notify Seller of its satisfaction with the Property prior to the expiration of the Investigation Period, the Purchaser shall be deemed to be satisfied with its investigation of the Property and the transaction shall proceed to Closing in accordance with this Agreement. If, however, Purchaser notifies Seller of its satisfaction with its investigation of the Property in accordance with this Paragraph 6.4, such notice shall not be deemed to constitute an approval of any title and/or survey issues to which Purchaser has objected but which have not yet been cured by Seller within the time period allowed under

Paragraph 3.3 above.

6.5 Purchaser may, upon delivery of written notice to Seller prior to the end of the Investigation Period, extend the Investigation Period by up to three (3) periods of thirty (30) days each, at a cost of TEN THOUSAND and 00/100 DOLLARS (\$10,000.00) for each 30-day extension, or part thereof, which sum shall be nonrefundable to Purchaser except in the event of a Seller default hereunder, but which amount shall be fully applicable to the Purchase Price at Closing.

Article 7 **Default.**

7.1 Seller's Remedies. In the event of a default by Purchaser, Seller may waive Purchaser's default and proceed to consummate the transaction with Purchaser as contemplated herein. If Seller does not choose to waive Purchaser's default, Seller shall be entitled as its sole remedy hereunder, to terminate this Agreement and retain the Deposit as liquidated damages and neither Seller nor any other person or party shall have any claim for specific performance, damages or otherwise against the Purchaser.

7.2 Purchaser's Remedies. In the event of a default by Seller, Purchaser may waive Seller's default and proceed to consummate the transaction with Seller as contemplated herein. If Purchaser does not choose to waive Seller's default, Purchaser shall be entitled to either obtain specific performance of the terms and conditions hereof or may terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date in which case Purchaser shall be entitled to a refund of the Deposit and any nonrefundable fee paid to Seller hereunder, together with any and all interest earned thereon, and neither Purchaser nor any other person or party shall have any claim for specific performance, damages or otherwise against the Seller.

Article 8 **Closing.**

8.1 Closing Date. The closing of the transaction contemplated herein (the "Closing") shall take place no sooner than ten (10) days after Seller's removal of the building currently located on the Property (the "Closing Date"). The parties acknowledge that Seller is in the process of obtaining the permits necessary to accomplish the removal of the building and its relocation to another property owned by Seller located adjacent to the southwest corner of Thomasville Road and Bannerman Road. Seller shall continue to use reasonable diligence in obtaining the permits and accomplishing the removal of the building from the Property.

8.2 Modifications to Closing Date. The Closing Date may be modified only as follows:

8.2.1 Seller, at its sole discretion, may change the Closing Date to an earlier date provided, however, that such earlier date is no sooner than sixty (60) days after delivery to Purchaser of written notification of such earlier date.

8.3 Closing Requirements. At the time of Closing:

8.3.1 Seller shall execute in recordable form and deliver to Purchaser a County Deed pursuant to Fla. Stat. 125.411, conveying marketable title to the Property, free and clear of all liens and encumbrances to the extent set forth in Paragraph 3 herein.

8.3.2 Purchaser shall cause the Commitment to be recertified and updated to the Closing Date, and shall cause the policy of title insurance to be issued pursuant to the Commitment, at the Purchaser's sole cost and expense, except that Seller shall cure all matters curable by the payment of money and shall cure all title and survey objections timely made by Purchaser hereunder.

8.3.3 Purchaser and Seller shall direct the Escrow Agent to pay the Deposit and all interest earned thereon to the Seller, the Purchaser shall deliver to Seller the Purchase Price, less the Deposit and the interest thereon, adjusted as provided in this Agreement, in the form of a cashier's check or by way of wire transfer.

8.3.4 Seller shall have removed all improvements, all personal property, and all equipment from the Property, and Seller shall deliver undisputed possession of the Property to Purchaser, except as otherwise provided herein, and otherwise in the same or better condition as of the date hereof.

8.3.5 If Seller is obligated to discharge any encumbrances at or prior to Closing and fails to do so, Purchaser may use the Purchase Price funds to satisfy the encumbrances.

8.3.6 Seller shall deliver to the Purchaser an affidavit, in form acceptable to the Purchaser, certifying that the Seller is not a non-resident alien or foreign entity, such that the Seller and such interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.

8.3.7 Seller shall assign all contracts and leases which Purchaser has agreed in writing shall survive the Closing.

8.3.8 Seller and the Purchaser shall each deliver to the other such other documents or instruments as may reasonably be required to close this transaction, including but not limited to an assignment of the Approvals, authority documentation and a Closing statement.

Article 9
Purchaser's Construction and Maintenance Obligations;
Conditions Precedent to Closing.

9.1 This paragraph has been intentionally omitted.

Article 10

Prorations and Adjustment; Closing Costs.

10.1 All taxes and special assessments which are a lien upon the Property on or prior to the Closing Date (except current taxes which are not yet due and payable) shall be paid by the Seller. All current real estate taxes levied against the Property shall be prorated and adjusted between the parties based on the "due date" of such taxes established by the municipality or taxing authority having jurisdiction over the Property, and not based upon any discount amount allowable for same. All security deposits shall be paid or credited to Purchaser. All rents and other revenues, operating expenses, utility charges and other sums due shall be paid or retained, as the case may be, by Seller to the extent attributable to the period on or before the Closing Date and shall be paid or retained by Purchaser to the extent attributable to the period on or after the Closing Date. All documentary stamp taxes and transfer taxes payable in connection with the conveyance of the Property to the Purchaser, and the recording costs to cure any title or survey defects, shall be paid by the Seller. Purchaser shall pay the cost to record the deed, the cost of the survey and title charges.

Article 11

Miscellaneous.

11.1 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.

11.2 Cooperation. The Seller, if requested, shall join in the execution of all permits, applications, and other written requests or reports, including, but not limited to, zoning or site plan approval applications, plats, easements, tax or parcel splits and any other documents necessary for the Approvals, at no cost to Seller.

11.3 Casualty and Condemnation. If, prior to the Closing Date, the Seller receives notice that any casualty occurred on the Property or any governmental authority intends to commence or has commenced proceedings for the taking of any portion of the Property by the exercise of any power of condemnation or eminent domain, the Seller shall send notice thereof to Purchaser, which shall include all pertinent information relating thereto. The Purchaser shall have the right to terminate this Agreement and receive a refund of the Deposit (and any Additional Deposits) by notifying the Seller in writing within thirty (30) days following the date the Purchaser receives notice of such occurrence. If the Purchaser elects not to terminate, the Seller shall, at Closing, assign to Purchaser the proceeds of the condemnation or insurance proceeds, as the case may be.

11.4 Brokers. [SUBJECT TO MODIFICATIONS BASED ON INFORMATION PROVIDED IN THE BID FORM] Purchaser and the Seller each represent and warrant to the other that they have not had any direct or indirect dealings with any real estate brokers, salesman or agents in connection with the Property and this transaction. The Purchaser will pay and will defend and hold the Seller harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of this transaction and arising out of contracts

made by or the acts of the Purchaser. The Seller will, to the extent allowable by law and without waiving its sovereign immunity, pay and defend and hold the Purchaser harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of this transaction and arising out of contracts made by or the acts of the Seller.

11.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral, between the Seller and the Purchaser relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties.

11.6 Assignment. Neither Purchaser nor Seller may assign its rights and obligations under this Agreement without the prior written consent of the other party.

11.7 Notices. Any notice shall be deemed duly delivered if personally delivered or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service, or via facsimile transmission, as follows:

If to Seller: Seller: Leon County
Attention: Herbert W.A. Thiele, County Attorney
Address: Leon County Courthouse, 310 S. Monroe St., Suite 202
City, State, Zip: Tallahassee, FL 32301
Telephone: (850) 487-1008
Facsimile: (850) 922-8916

If to Purchaser: _____
Attention: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Facsimile: _____

With a copy to:
Firm: _____
Attention: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Facsimile: _____

Either party may change the information above by giving written notice as provided in this Paragraph.

11.8 Binding. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

11.9 Paragraph Headings. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of the provisions of this Agreement.

11.10 Survival and Benefit. Except as otherwise expressly provided herein, each agreement, representation, or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

11.11 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the Purchaser and the Seller have contributed substantially and materially to the preparation and review of this Agreement.

11.12 Escrow. Purchaser and Seller authorize _____ to act as escrow agent (the "Escrow Agent") to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Agreement. Escrow Agent will deposit all funds received in an interest-bearing account with interest accruing to the Purchaser. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Agreement, Escrow Agent may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent shall be released from all liability except for the duty to account for items previously delivered out of escrow. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs, which fees and costs shall be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent shall not be liable to any person for mis-delivery to Purchaser or Seller of escrowed items, unless the mis-delivery is due to Escrow Agent's willful breach of this Agreement or gross negligence.

11.13 The Date of this Agreement. The term "The Date of this Agreement" as used herein shall mean the date upon which the later of Seller and Purchaser execute this Agreement.

11.14 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations

hereunder, or by custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

11.15 Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below.

"SELLER"

LEON COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

Date Signed: _____

Witness: _____

"PURCHASER"

By: _____

Name: _____

Title: _____

Date Signed: _____

Witness: _____